

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING	PAGE 1 OF 69
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTRS57-99-R-00006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 5/17/99	6. REQUISITION/PURCHASE NO. 74-3141		
7. ISSUED BY DOT/RSPA/VNTSC 55 Broadway, Kendall Square Attn: Kathleen Regan, DTS-853 Cambridge, MA 02142		CODE DTS-853	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in See Section L Paragraph 6.C for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Blg. 4 Room 298** until 3:00 p.m. local time on **June 17, 1999**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➔	A. NAME Kathleen Regan	B. TELEPHONE (NO COLLECT)		C. E-MAIL ADDRESS Finnk@volpe.dot.gov
		AREA CODE 617	NUMBER 494-3485	EXT.

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➔	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to this SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE 18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C.		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔	ITEM 25
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY DOT/RSPA/VNTSC (DTS-823) 55 Broadway, Kendall Square Cambridge, MA 02142	CODE DTS-823
26. NAME OF CONTRACTING OFFICER (Type or print) Kathleen Regan		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 TOTAL ESTIMATED COST AND FIXED FEE (DEC 1998)**

Provide the necessary personnel, facilities, services, equipment and materials to perform those activities which are specified under Section C - Statement of Work. This includes reports and other products.

Total Estimated Cost	\$	*	_____	*
Fixed Fee	\$	*	_____	*
Total CPFF	\$	*	_____	*

**B.2 CONTRACT LIMITATIONS**

Maximum Level of Effort: The value of all Task Orders placed under this contract shall not exceed 13,750 professional labor hours.

Minimum Guarantee: The guaranteed minimum is 1,000 professional labor hours.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK/SPECIFICATIONS (DEC 1998)**

The Contractor shall furnish the necessary personnel, material, services, and facilities (except as otherwise specified), required to comply with the Statement of Work/Specifications.

### **C.2 BACKGROUND**

The Volpe National Transportation Systems Center (Volpe Center) performs vehicle crashworthiness studies for the Office of Research and Development of the National Highway Traffic Safety Administration (NHTSA). These studies are in support of the Department of Transportation's goal to reduce the number of fatalities and injuries on the Nation's highways. (Approximately 42,000 persons are killed and 3½ million injured each year in motor vehicle crashes.) Part of this support includes the acquisition of test data defining the static and dynamic load-deflection characteristics of vehicle components and anthropomorphic test devices as well as the geometry and functional relationship of these components. This test effort is critical to the Department of Transportation's mission to improve highway safety. The Contractor shall provide such data under conditions and specifications defined by the Government by means of Task Orders.

#### **C.2.1 OBJECTIVES**

The objective of the efforts defined in this Task Order contract will be to test, analyze, and document motor vehicle component force-deflection data and related characteristics under test conditions simulating vehicle crashes. The characterizations of these components will be used by the Department in the assessment of potential automotive injury mitigation concepts.

### **C.3 ITEMS OF WORK**

#### **C.3.1 GENERAL**

The Task Orders that will be issued will require the Contractor to perform the following tasks:

1. Static and dynamic load-deflection tests, including sled tests, on steering assemblies, instrument panels, windshields, door interiors, structural pillars, seats, belt and air bag restraint systems, and other vehicle components. Testing will include, but not be limited to, standard Society of Automotive Engineers (SAE) test procedures and Federal Motor Vehicle Safety Standards (FMVSS) testing.
2. Static and dynamic tests on components of anthropomorphic test devices (crash test dummies).
3. The modification, repair, and installation of vehicle components for testing.

4. The analysis of test data, including test data obtained from electronic data and test data obtained from high speed film or video.

5. Perform supporting measurements and analyses for the design of tests and the critical review of data.

### **C.3.2 DETAILED ITEMS OF WORK**

The Contractor shall furnish the necessary personnel, materials, and facilities to accomplish the following items of work. The work items will be specified in detail in Task Orders:

#### **ITEM #1 - EXPERIMENT DESIGN AND TEST PLANNING**

In response to the requirements of each Task Order, the Contractor shall develop experimental designs and test procedures to measure the static and impulsive dynamic response characteristics of vehicle components. The Contractor shall define and/or develop test procedures which shall include the following: (1) the control of test specimens, mounting procedures, load application, and corresponding test equipment, (2) a test matrix, test schedule, and test operation conditions, (3) measurement of control and response conditions, and (4) a measurement sequence and a retention of accuracy requirements without loss of data signals.

#### **ITEM#2 - TEST INSTRUMENTATION AND FIXTURES**

The Contractor shall develop instrumentation for the monitoring and control of load application and speed and for the measurement of the response. The Contractor shall develop fixtures and devices that will meet the measurement objectives and requirements of the test. In carrying out such designs, the Contractor shall make maximum use of "off-the-shelf" hardware, unless special requirements or cost effectiveness justify development of new instrumentation. The Contractor's design activity shall include measurement system integration to assure compatibility between sensors, intermediate signal conditioners, processors, and recording equipment. The Contractor shall submit the test system design to the Contracting Officer's Technical Representative (COTR) for review and approval. After the test system has been approved by the COTR, the Contractor shall select and acquire the necessary hardware items, install these as required to perform the tests, and perform an end to end calibration of each measurement circuit.

The Contractor shall, by means of the design of the test devices and fixtures, simulate the force and displacement boundary conditions on the test specimens as anticipated before and during a motor vehicle crash.

In addition, the Contractor shall fabricate special installations involving items such as shock absorbers, accelerometers, displacement transducers, strain gages, optical scanners, and sensor mounts capable of operating in shock and rotating environments without introducing electronic noise that can confound the measurement process. The Contractor shall design, fabricate, and install all fixtures required to load, mount, or control the test component, and to modify/or repair components as directed in each Task Order.

**Item #3 - TEST OPERATIONS**

The Contractor shall conduct the specified tests and shall maintain reliable operation of the control and measurement systems. These activities encompass test fixturing, calibration of instrumentation, data acquisition, troubleshooting, and recalibration as required. The Contractor shall also maintain a test log in which at least the following items are recorded: (1) actual test sequence and conditions as they occur, (2) data acquisition catalog for quick reference identification of specific data segments, and (3) data acquisition or test operation problems. In addition to the test data obtained by mechanical and electronic means, photographs and high speed films or video, as applicable, shall be required.

**Item #4 - DATA REDUCTION AND ANALYSIS**

The Contractor shall perform all data reduction tasks including data quality checking, A/D - D/A conversion, discrimination counting for level and/or peak exceedances, band-pass and band-limit filtering, time integration, spectrum analysis, coherence analysis, and discrimination of harmonics. The Contractor shall format and graph the reduced data in accordance with specific task requirements. The Contractor shall analyze and code the data in order to characterize component response and strength that would enable the evaluation of the energy absorption and energy management capabilities of the components, and for specific input into mathematical crash models. The Contractor must comply with the data acquisition procedures specified by the Society of Automotive Engineers (SAE) Recommended Practice J211, *Instrumentation for Impact Tests*. (Minimum sampling rate for SAE Class 1000 presample filters is approximately 8000 samples/second/channel.)

**SECTION D - PACKAGING AND MARKING**

**D.1 MARKING (DEC 1998)**

Containers shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (if applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>  
<http://www.dot.gov/ost/m60/tamtar/>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

**E.2 GOVERNMENT REVIEW AND ACCEPTANCE (DEC 1998)**

A. The Government will review and verify that all deliverables associated with a Task Order issued under this contract fulfill the requirements and standards stated in this contract and in the associated Task Order.

B. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task Order deliverable items that are rejected shall be corrected in accordance with the applicable clauses.

C. Unless otherwise stated in the individual Task Order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

**F.2 MEETINGS AND ORAL PRESENTATIONS (DEC 1998)**

The Contractor shall meet with the Volpe Center Contracting Officer's Technical Representative (COTR) at regular intervals to discuss the status of the work and make oral presentations. In addition, the Contractor shall meet with the COTR and other personnel engaged in the program at a location to be established by the COTR to discuss critical areas revealed by the Contractor's work.

**F.3 PLACE OF CONTRACT PERFORMANCE - OTHER THAN ON-SITE CONTRACTS (DEC 1998)**

Performance in or use of Government facilities by the Contractor is not authorized under this contract without the prior approval of the Contracting Officer. This approval will be in the form of a modification to the contract or Task Order.

**F.4 CONTRACT PERIOD OF PERFORMANCE**

The ordering period of this contract is three years from the effective date of award (See Section I, FAR 52.216-18, "Ordering"). The Contractor shall not be required to make deliveries under this contract beyond four years from date of award. (See Section I, FAR 52.216-22).

**F.5 DELIVERIES - TASK ORDER CONTRACTS (DEC 1998)**

Delivery of supplies, services, written documents, etc.(including required formats and delivery locations) will be in accordance with the Task Order requirements. All correspondence and reports related to each Task Order shall be delivered to the cognizant Contracting Officer and/or designated Contracting Officer's Technical Representative (COTR) as specified in the Task Order.

**F.6 TECHNICAL REPORTS - TASK ORDER CONTRACTS (DEC 1998)**

Task Orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report(s) may be used for major tasks and may include earlier letter type reports as subsections. The Task Order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer's Technical Representative (COTR) and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each Task Order. Most final reports shall be submitted on disks and in hard copy in a format specified in the Task Order.



**F.7 RIGHTS IN DATA (DEC 1998)**

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the Contracting Officer when granting permission to establish claim to copyright as required by FAR 52.227-14(c).

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INCREMENTAL FUNDING (DEC 1998)**

The amount available for payment for this incrementally funded contract/TO is \* of which \* is allotted for reimbursement of estimated costs and \* is obligated for payment of fixed fee. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with Section G of the contract.

The amount available for payment, specified above, covers \*.

\*To be determined at time of award.

**G.2 TASK ORDER OMBUDSMAN**

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Head of the Contracting Activity (HCA). It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a Task Order except for a protest on the grounds that the Task Order increases the scope, period of performance, or maximum value of the contract.

**G.3 ORDERING**

A. The Government will order any supplies and services to be furnished under this contract by issuing by mail, facsimile, or electronically Task Orders on Optional Form 347 or an agency prescribed form. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Designated Administrative Contracting Officers

B. A Standard Form 30 will be used to modify Task Orders.

C. An authorized company officer of the Contractor shall acknowledge receipt of each Task Order within three (3) calendar days.

D. Each Task Order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order set forth as a ceiling price. If the Task Order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type Task Order.

E. Under no circumstances will the Contractor start work prior to the issue date of the Task Order unless specifically authorized to do so by the Contracting Officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

#### **G.4 PERFORMANCE EVALUATIONS**

- A. Performance evaluations shall be done for each completed Task Order over \$500,000 and for selected tasks for lower amounts as determined by the Contracting Officer. Performance evaluations shall also be completed at least annually for Task Orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)
- B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

#### **G.5 PAYMENT OF FIXED FEE - IDIQ**

- (a) The fixed fee specified in Section B of this contract represents the maximum fee that shall be paid under this contract. This fee shall be paid, subject to any adjustment required by other provisions of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost. This clause addresses payment of fixed fee for both term and completion form Task Orders.
- (b) A fixed fee shall be established for each Task Order issued under this contract. The fixed fee established shall be in direct ratio to the total contract fixed fee as the level of effort (direct man-hours) established in the Task Order is to the total contract level of effort (direct man-hours). The amount of each installment payment of fixed fee shall be in direct ratio of the total contract fixed fee as the net direct labor hours expended during the period is to the total contract level of effort (direct man-hours).
- (c) Term Orders. No fee shall be paid under term form orders for hours not performed.
- (d) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.
- (e) The terms of this clause and of FAR 52.216-8 apply to the total fixed fee specified in Section B of the contract rather than to the individual orders placed hereunder.

#### **G.6 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (DEC 1998)**

- A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all Task Orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current

and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

B. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
- (2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by labor category as set forth in the contract or task. Other direct costs must be identified, e.g., travel, per diem, material, and equipment. The charges for subcontracts shall be detailed in a supporting schedule showing the major cost elements for each subcontract.
- (3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or Task Orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the payment request.
- (5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center Administrative Contracting Officer (ACO). These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in

suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

#### **G.7 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)**

**Contracting Officer:** The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

**Administrative Contracting Officer:** An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

**Contracting Officer's Technical Representative:** A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

The Contracting Officer, Administrative Contracting Officer, and the Contracting Officer's Technical Representative are located at:

DOT/RSPA/VOLPE CENTER  
55 BROADWAY, KENDALL SQUARE  
CAMBRIDGE, MA 02142-1093

#### **G.8 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 1998)**

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "GPO Printing Requirement (DEC 1998)."

##### **A. Contract Progress Report:**

1 copy Contracting Officer or Administrative Contracting Officer (ACO)  
1 copy Contracting Officer's Technical Representative (COTR)

##### **B. Monthly task order Progress Reports:**

1 copy ACO  
1 copy COTR

C. Monthly task order Cost Reports:

- 1 copy ACO
- 1 copy COTR

D. Technical Reports

The number of copies and recipients will be determined in each Task Order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

**G.9 MONTHLY TASK ORDER PROGRESS REPORTS (DEC 1998)**

A monthly progress report shall be submitted for each Task Order. The Volpe Center may require that the report be submitted in a designated format. At a minimum, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
- C. Detailed technical description of the work planned for the next reporting period.
- D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the Task Order.
- E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

**G.10 MONTHLY TASK ORDER COST REPORTS - (DEC 1998)**

Monthly cost reports will be submitted by the Contractor setting forth monthly cumulative (1) direct labor hours by categories including subcontract hours, and (2) elements of cost by direct labor dollars, overhead, other direct costs, etc., which have been incurred and/or committed. In these reports, the Contractor shall also provide its current assessment of its ability to complete the remaining work within the remaining funds. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the Task Order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 YEAR 2000 COMPLIANCE (DEC 1998)**

The Contractor shall ensure that each hardware, software, and firmware product ("product") delivered under this contract shall be Year 2000 compliant. This means being able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, the product, when used in combination with other Year 2000 compliant information technology shall accurately process and exchange date/time data with it.

The Government will identify the existing technology with which the new technology will be used and specify whether it is Year 2000 compliant, on a Task Order basis.

### **H.2 GPO PRINTING REQUIREMENT (DEC 1998)**

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

### **H.3 NON-PERSONAL SERVICES (DEC 1998)**

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

**H.4 CONTRACT TYPE (DEC 1998)**

- (a) This is a cost-plus-fixed-fee contract in the "term" form pursuant to Federal Acquisition Regulation 16.306(d)(2). For this contract the period of performance is three years from the effective date of award (See Section I, FAR 52.216-18, "Ordering") and the level of effort consists of a total of 13,750 professional labor hours. The term "professional labor" consists of the labor categories as set forth in this procurement:

CATEGORY	HOURL
Program Manager	750
Senior Engineer	1,000
Engineers	2,000
Technicians	10,000

At the conclusion of this contract, the Contractor shall furnish a written certification to the Contracting Officer listing the aforementioned direct labor hours utilized hereunder. In the event that the Contractor does not utilize the number of hours set forth above, the fixed-fee shall be subject to an equitable adjustment downward.

- (b) The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each Task Order separately. In submitting its vouchers/invoices for payment of costs incurred hereunder, the Contractor shall list labor hours and other cost elements for each Task Order, then summarize to a total billing amount.

**H.5 ISSUANCE OF TASK ORDERS (DEC 1998)**

- (a) Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as generally described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event, the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until it receives a specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:



1. Sequential number.
  2. Statement of the problem.
  3. Scope of work effort.
  4. Reporting requirements.
  5. Time schedule of performance.
  6. Estimated level of effort to be expended.
  7. Estimated cost.
  8. Required signature.
  9. Delivery, inspection and final acceptance points.
- (b) Each Task Order will be culminated by one of two types of reports, letter type or technical. The letter type will be used primarily for the smaller tasks, whereas, the technical report will be used for the larger tasks. The Task Order will specify the type of report required as well as formatting and number of copies required.
- (c) This contract will involve a number of Task Orders, which will be of short duration where quick response is required, thereby necessitating frequent technical exchange meetings between the Contractor and the Volpe Center.
- (d) The Contractor shall provide the necessary personnel, facilities, services, equipment, and materials to perform those activities which are applicable to and called for specifically under each Task Order.

#### **H.6 TASK ORDERS (DEC 1998)**

- (a) The issuance of Task Orders (TO) hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded TOs and Limitation of Costs (LOC), for fully funded TOs apply to individual TOs as well as to the contract as a whole.
- (b) Costs incurred under a TO shall relate only to the performance of the work called for in that TO. The level of effort or the funds allocated to a TO may not be applied to work under any other TO issued under the contract without the written authorization of the Contracting Officer.

- (c) The term "TO" shall be substituted for "schedule" wherever the word appears in FAR clauses 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified. In the event that fully funded work orders are issued under a TO, the provisions of the appropriate clauses shall apply to each work order as if it were a TO.

#### **H.7 LEVEL OF EFFORT NOTIFICATION (DEC 1998)**

A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that Task Order, will exceed 75% of the level established for that Task Order;

(2) The level of effort required to perform a particular Task Order will be greater than the level of effort established for the Task Order.

B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the Task Order is fully funded or not, applies independently to each Task Order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

#### **H.8 SUBCONTRACT APPROVAL (DEC 1998)**

A. The Contractor's subcontracting plan dated [to be completed at time of award for other than small business concerns] in support of this Contract, is hereby approved and incorporated herein. The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan, or for small business firms the Contractor originally proposed as subcontractors.

B. Since this is indefinite-delivery/indefinite-quantity (IDIQ) contract, most subcontracts for professional labor shall also be placed on an IDIQ basis. Only first-tier subcontractors are allowed unless the Contractor can provide a strong technical rationale for inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

C. The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR clauses 52.244-1 and 52.244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors. In such cases, Task Order proposals must include at least 75% (labor hours) of the Contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25% may include new subcontracts which have not been previously consented to. Task Order proposals failing to comply with this minimum will be rejected.

**H.9 SALES TAX EXEMPTION (DEC 1998)**

- (a) The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.
- (b) Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this procurement (see each individual Task Order). Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

**H.10 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS**

A. Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements, or the preparation of specifications, for various systems, equipment, hardware, and/or software. In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

- (1) The Contractor shall be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received advance procurement information which has not been made generally available to other persons or firms.
- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, and those of any corporation (or any parent or subsidiary corporation thereof) which has a majority or controlling interest in the Contractor.

D. The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

E. The exclusions contained in this clause shall apply for the duration of each Task Order and for two (2) years after completion and acceptance of all work performed thereunder.

F. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.

G. This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.

H. From time to time, the Volpe Center contracts for technical support services to be performed primarily on-site at the Volpe Center in Cambridge, MA. These contracts furnish institutional and programmatic support to many of the same projects that other Contractors will eventually work on. It is anticipated that the on-site technical support services Contractors will have day-to-day involvement in Volpe Center projects that will provide them with advance, non-public information on upcoming competitions. If one of these Contractors were also awarded a separate contract, it could have an unfair competitive advantage over other Contractors. To avoid creating such an unfair competitive advantage, a Contractor awarded one of the on-site support services contracts will be precluded from receiving another Volpe Center contract, either at the prime contract or subcontract level. This exclusion will also be set forth in the on-site support services contracts. Subcontractors to one of the on-site support services Contractors will not be per se excluded from receiving a separate contract. In such a case, the prime Contractor will be expected to take mitigating actions to assure that it obtains no unfair competitive advantage either as a result of being a subcontractor to one of the on-site support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the on-site support services Contractors.

I. After award, teaming/subcontracting among Contractors competing at the Task Order level will not be allowed. Proposals involving such teaming arrangements will be eliminated from consideration.

#### **H.11 CONFERENCES (DEC 1998)**

The Contracting Officer, or his duly authorized representative, may hold a conference from time to time as deemed necessary to discuss any phase of performance under a task. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next Monthly Status Report for the current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

#### **H.12 HANDLING OF DATA (DEC 1998)**

(a) The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.
- (a) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.
- (b) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Officials Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.
- (c) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.
- (d) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would reasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.
- (e) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or

combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

- (f) These restrictions do not limit the Contractor's (or subcontractors') right to use and disclose any data and information obtained from another source without restriction.
- (g) As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

## SECTION I - CONTRACT CLAUSES

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-2	Audit and Records - Negotiation	AUG 1996
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications. (OCT 1997) - Alternate I	OCT 1997
52.216-7	Allowable Cost and Payment.	APR 1998
52.216-8	Fixed Fee.	MAR 1997
52.216-18	Ordering. For the purpose of this clause the blank(s) are completed as follows: (a) ...Such orders may be issued through three years from the <u>date of contract award.</u>	OCT 1995
52.216-19	Order Limitations. For the purpose of this clause the blank(s) are completed as follows: No minimum/maximum amounts or number of days are specified.	OCT 1995
52.216-22	Indefinite Quantity. For the purpose of this clause the blank(s) are completed as follows: (d) Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of the ordering period.	OCT 1995
52.219-8	Utilization of Small Business Concerns.	JAN 1999
52.219-9	Small Business Subcontracting Plan. (JAN 1999) Alternate II	JAN 1999
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.	OCT 1998
52.222-2	Payment for Overtime Premiums. For the purpose of this clause the blank(s) are completed as follows: (a) ... premium does not exceed \$0	
52.222-3	Convict Labor.	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation.	JUL 1995
52.222-26	Equal Opportunity.	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998

52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999
52.223-2	Clean Air and Water.	APR 1984
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
52.225-11	Restrictions on Certain Foreign Purchases.	AUG 1998
52.227-14	Rights in Data - General.	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.230-2	Cost Accounting Standards.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	APR 1996
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration.	MAY 1999
52.233-1	Disputes.	DEC 1998
52.233-3	Protest after Award.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost Reimbursement. Alternate I (APR 1984)	AUG 1987
52.244-2	Subcontracts. Alternate II (AUG 1998)	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-5	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor Hour Contracts).	JAN 1986
52.246-25	Limitation of Liability-Services.	FEB 1997
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

## II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

### CLAUSES

1252.222-70	Strikes of Picketing Activities Affecting Timely Completion of the Contract.	OCT 1994
1252.242-72	Dissemination of Contract Information.	OCT 1994
1252.245-70	Government Property Reports.	OCT 1994

### I.2 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of Branch Chief, Contracts and Small Business Programs Branch, DTS-853, and shall not be binding until so approved.



**I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (OCT 1998)**

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.5 1252.XX SEAT BELT USE POLICIES AND PROGRAMS (JAN 1999)**

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of the Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**I.6 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

- A. The personnel and/or facilities as specified below are considered essential to the work being performed here under and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- B. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- C. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract:

- (1) Program Manager (To be specified at time of award of contract)

**SECTION J - LIST OF ATTACHMENTS**

Attachment No.	Title	No. of Pages
J-1	Labor Category Qualifications	1
J-2	VNTSC Form 4200-7, Contractor Performance Report	5
J-3	Client Authorization Letter	1

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS  
OR QUOTERS**

**K.1 SIGNATURE**

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth herein, and that he/she has been authorized to do so on behalf of the offeror.

\_\_\_\_\_.Signature  
 \_\_\_\_\_.Typed Name, Title  
 \_\_\_\_\_.Offeror  
 \_\_\_\_\_.Date

**K.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation of offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>  
<http://www.dot.gov/ost/m60/tamtar/>

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	APR 1991
52.222-21	Prohibition of Segregated Facilities.	FEB 1999

**K.3 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K.4 52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)**

(a) Representation. The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 1998)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8734.

(2) The small business size standard is \$5.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.



(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (\_\_\_) is, (\_\_\_) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1998)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)**

The offeror represents that -

- (a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It (\_\_\_) has, (\_\_\_) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)**

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is \_\_\_ is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.13 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (JUN 1987)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data - General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

**REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) -

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data - General."

**K.14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (APR 1998)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and  
Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS****L.1 52.212-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)****I. Federal Acquisition Regulation (48 CFR Chapter 1)  
Provisions**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation of offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>  
<http://www.dot.gov/ost/m60/tamtar/>

Number	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number.	APR 1998
52.215-1	Instructions to Offerors - Competitive Acquisition.	OCT 1997
52.215-16	Facilities Capital Cost of Money.	OCT 1997
52.237-10	Identification of Uncompensated Overtime.	OCT 1997

**II. Transportation Acquisition Regulation (48 CFR Chapter 12)  
Provisions**

Number	Title	Date
1252.209-70	Disclosure of Conflicts of Interest.	OCT 1994

**L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997) - ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See Cost Proposal Instructions below.

**L.3 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of an indefinite delivery/indefinite quantity cost plus fixed fee contract resulting from this solicitation.

**L.4 52.233-2 SERVICE OF PROTEST. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U. S. Department of Transportation  
Volpe National Transportation Systems Center  
Attn: Kathleen Regan, Contracting Officer, DTS-853  
55 Broadway, Kendall Square  
Cambridge, MA 02142

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 GENERAL INFORMATION**

**A. PROPOSAL IDENTIFICATION**

For ease of reference, that part of an Offeror's submission covering factors other than cost, i.e., Past Performance, Staffing, and Technical Understanding, Technical Capability and Management Approach, will be referred to in this RFP as the "Technical Proposal."

**B. AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate proposals and award contracts based on the initial offer (FAR 52.215-1(f)(4)). It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed DTRS57-99-R-00006 costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis can not be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

**C. AWARD EXCLUSION**

See Paragraph H.10 for exclusions.

**D. CONSISTENCY BETWEEN TECHNICAL COST/BUSINESS PROPOSALS**

Offerors are required to demonstrate consistency between the labor cost shown in the cost proposal and the labor resources included and evaluated in the technical proposal.

The cost proposal must reflect the hours proposed for individuals identified in the technical proposal. In addition, the labor rate proposed for the labor category on Schedule 3 must be consistent with the rates of persons whose resumes are submitted for technical evaluation.

**E. EVALUATED LABOR LEVEL**

The Government has chosen an overall level of effort for evaluation purposes that is the maximum. The mix of hours between the labor categories is consistent with the Government's overall best estimate of the requirements of the Statement of Work.

**F. INQUIRIES**

Any inquiries or correspondence pertaining to the Request for Proposal must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Kathleen Regan, DTS-853  
55 Broadway, Kendall Square  
Cambridge, MA 02142

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by e-mail to [finnk@volpe.dot.gov](mailto:finnk@volpe.dot.gov) or by Fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the Contracting Officer to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the Request for Proposal, **any amendment will be posted on the Volpe Center Acquisition Division INTERNET home page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

**G. COST/BUSINESS PROPOSAL**

The Government may at its sole discretion arrange for a Contractor to assist in the review of cost/business proposals. Contractors reviewing proposals and supporting documentation are required to safeguard all proprietary data, complete non-disclosure statements, and complete conflict of interest statements.

**L.6 GENERAL INSTRUCTIONS FOR TECHNICAL AND COST/BUSINESS PROPOSALS PREPARATION**

**SOLICITATION MAILING INSTRUCTIONS**

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging containing the offer/amendment be addressed in the format presented in the "Issued by" Block on SF33, Block 7. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

**L.7 INSTRUCTIONS FOR SUBMISSION OF COST/BUSINESS PROPOSAL**

**A. INTRODUCTION**

- (1) The cost proposal will permit the Government to determine whether the proposed costs demonstrate cost realism, and will provide the Government with cost and fee information which will facilitate task order issuance.

"Cost realism", as defined in FAR 15.401, means the costs in an Offeror's proposal are:

- (a) realistic for the work to be performed;
- (b) reflect a clear understanding of the requirements; and
- (c) consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in your cost proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, you are advised that failure to provide the required schedules and supporting documentation may result in the rejection of your offer if in the Government's best interest, rather than opening of discussions.

If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The checklist should be completed and submitted as part of your proposal.

- (2) **For evaluation purposes, Offerors are required to propose estimated costs using the hours provided below.** Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal.

**Labor Category Hours**

<u>Category</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total Hours</u>
Program Manager	250	250	250	750
Senior Engineer	334	333	333	1,000
Engineers	667	667	666	2,000
Technicians	3,334	3,333	3,333	10,000

Administrative Staff\* TBD

\* Administrative staff hours are to be estimated by the Offeror and all of its subcontractors in accordance with their own accounting practices and should be quantitatively consistent with the requirements of the Statement of Work.

- (3) The types of administrative labor that are charged directly to jobs differ greatly from firm to firm. For example, one firm may include every category except its graphics specialist in its overhead. Another firm may charge numerous categories directly to jobs instead of including these categories in its overhead such as contract administrators, subcontract administrators, clerks, secretaries, and computer specialists. Both methods have been determined to be acceptable by the Government. Similarly, what is included in "other direct costs" (ODC) varies widely from firm to firm. Therefore, an Offeror must include a level of administrative labor and an amount for ODC based on its own accounting system and experience and provide rationale for the estimates. For example, the Government expects that the number of administrative hours as a percentage of the direct labor hours proposed under this solicitation would be similar to the number of hours incurred on the contracts cited as most relevant in the past performance examples required under the technical proposals. Any proposal based on administrative labor and company-unique ODCs lower than what has historically been incurred by the prime or proposed subcontractor must be fully justified. It is expected that all purchases of equipment and supplies will be made by the prime, and all cost proposals must be based on this assumption. Any steps to reduce the cost to the Government of the resulting direct and indirect cost applied by the Offeror will be favorably considered. An example is proposing a ceiling on any material overhead charge.
- (4) If any of the cost proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the Contracting Officer within 14 calendar days of the issuance date of the RFP (See L.5.F).
- (5) **VOLPE CENTER INITIATED OTHER DIRECT COSTS (ODC)**

Note that in performance of work under this contract, the Center may initiate requirements resulting in additional direct costs for materials, travel and other direct costs. Therefore, include in the pricing form an entry "VOLPE CENTER INITIATED OTHER DIRECT COSTS" in the estimated amount of \$32,000.

**B. FORMAT**

The cost/business proposal shall be submitted in three sections as follows:

Section I - Solicitation Documents  
Section II - Information Other Than Cost and Pricing Data  
Section III - Business Proposal

**C. SECTION I - SOLICITATION DOCUMENTS**

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation) including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

**D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA**

**PART 1 - DETAILED INSTRUCTIONS**

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 7 should support it. In addition, as discussed in Paragraph L.5.D., Offerors should ensure consistency between Technical and Cost/Business proposals.

**All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.**

**ACCOUNTING SYSTEM APPROVAL**

The Government does not anticipate requesting accounting system reviews before contract award. Offerors are ineligible to receive Task Orders until their accounting system has been approved by the Defense Contract Audit Agency or other cognizant audit agency.

The Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor which does not have an approved accounting system. As the Government intends to make award without negotiations, an Offeror must indicate how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system, without involvement of the Volpe Center.

**LABOR**

Provide the proposed unloaded hourly labor rates for the labor categories (defined in Attachment J-1) on Schedule 3. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and, also, those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is five percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

#### **UNCOMPENSTATED OVERTIME**

Uncompensated overtime is defined in FAR 52.237-10 as "the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours." If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. State clearly whether or not uncompensated overtime is included in the proposal and how it is incorporated and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

If uncompensated overtime is proposed at the Task Order level, Offerors will be required to provide uncompensated overtime hours during performance.

#### **ADMINISTRATIVE LABOR**

Administrative and support labor hours and cost should be proposed consistent with established accounting practices (e.g., contract or subcontract administration, secretarial, purchasing agents, receivers, etc.). Indicate what types of administrative and support labor the Offeror considers direct labor and estimate hours for each labor category. Provide an explanation for the estimated hours and show calculations. Administrative labor that is not described and priced out will not be billable during performance without prior Contracting Officer approval.

#### **INDIRECT RATES**

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 6.

Include all rates which the Offeror maintains in its accounting records which may be used during performance of this contract. Disregard those rates which the Contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates which a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

**OFFEROR-ESTIMATED OTHER DIRECT COSTS (ODCS)**

Offerors should identify by nomenclature and estimate amounts for any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in your proposal will not be billable during performance without prior Contracting Officer approval.

**SUBCONTRACTS**

Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$500,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants):

- (1) Details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate;
- (2) The result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates;
- (3) A signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and
- (4) A rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work. The Offeror shall provide the names of the other consultants or subcontractors used in the comparison.

It is the responsibility of the prime offeror to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.



**ESCALATION**

State clearly the escalation rate used to develop the labor rates used on Schedules 3 and 4 and provide rationale. Include actual, historical escalation for the past three (3) years and explain your method of calculating it.

**COST OF MONEY**

Attach supporting calculations.

**FEE OBJECTIVES**

We will use the weighted guidelines method in Transportation Acquisition Manual (TAM) 1215.404-4 and Appendix A (including Form DOT F 4220.32, Weighted Guidelines Profit/Fee Objective), to evaluate the proposed fixed fee. Your cost proposal should contain adequate data and rationale for any consideration you want included for Contract Risk and Special Factors.

Complete Schedule 2 with the fixed fee.

**PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL CHECKLIST AND SCHEDULES**

Cost/Business Proposal Checklist: Prime Offerors and subcontractors should complete and include the checklist in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee." The Schedule should be completed consistent with the Offeror's accounting practices and may be revised accordingly. The figures on this Schedule must agree with the Proposal Cover Sheet.

Schedule 3: "Summary of Proposed Labor Cost." The amounts on those Schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown on Schedule 4.

Schedule 4: "Labor Cost Realism Information" This Schedule shows how realistic the labor category rates proposed are, given the rates of the persons whose resumes are provided and the hours each is expected to provide.

Schedule 5: "Allocation of Labor Hours." This Schedule shows how the hours are apportioned between the prime and subcontractors.

Schedule 6: "Indirect Rates and Factors " This Schedule should be completed consistent with the Offeror's accounting practices, and may be revised as needed.

**Cost/Business Proposal Checklist  
(Offeror and Subcontractors)**

- \_\_\_\_\_ Solicitation Documents and References
- \_\_\_\_\_ Cost/Business Proposal
- \_\_\_\_\_ Schedule 1: "Proposal Cover Sheet"
- \_\_\_\_\_ Schedule 2: "Summary of Proposed Costs and Fixed Fee."
- \_\_\_\_\_ Schedule 2.1: "Year 1: Summary of Proposed Costs and Fixed Fee."
- \_\_\_\_\_ Schedule 2.2: "Year 2: Summary of Proposed Costs and Fixed Fee."
- \_\_\_\_\_ Schedule 2.3: "Year 3: Summary of Proposed Costs and Fixed Fee."
- \_\_\_\_\_ Schedule 3: "Summary of Proposed Labor Cost"
- \_\_\_\_\_ Schedule 4: "Labor Cost Realism Information"
- \_\_\_\_\_ \* Schedule 5: "Allocation of Labor Hours"
- \_\_\_\_\_ Schedule 6: "Indirect Rates and Factors" plus rationale and support documentation
- \_\_\_\_\_ Estimate and rationale for administrative and support labor hours charged directly
- \_\_\_\_\_ Estimate and rationale for Offeror-estimated ODC
- \_\_\_\_\_ Cost of Money supporting calculations, if proposed
- \_\_\_\_\_ \* Evaluations of subcontractor proposals
- \_\_\_\_\_ \* Factors for Contracting Officer's consideration in weighted guidelines fee objective
- \_\_\_\_\_ \* Contract cost control plan

\* Not applicable to subcontractors

## SCHEDULE 1

<b>PROPOSAL COVER SHEET</b>				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS				3c. TELEPHONE		3c. FACSIMILE	
2d. CITY	2e. STATE	2f. ZIP CODE		AREA CODE	NUMBER	AREA CODE	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT ( <i>Check</i> )				5. <input type="checkbox"/> PRIME OFFEROR			
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPAF <input type="checkbox"/> CPIF				<input type="checkbox"/> SUBCONTRACTOR			
<input type="checkbox"/> FPI <input type="checkbox"/> OTHER ( <i>Specify</i> ) _____				_____			
6. ESTIMATED COST, FEE AND PROFIT INFORMATION							
	Year 1	Year 2	Year 3				Total for all Years
A. ESTIMATED COST							
B. FIXED FEE							
C. TOTAL PRICE							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS				STREET ADDRESS			
CITY	STATE	ZIP CODE		CITY	STATE	ZIP CODE	
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT				NAME OF CONTACT			
PROPERTY SYSTEM	<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed			APPROXIMATE DATE OF LAST AUDIT			
				PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
PURCHASING SYSTEM	<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed			ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable <input type="checkbox"/> Audited and determined not acceptable <input type="checkbox"/> Never audited			
				OFFEROR'S FISCAL YEAR			
8a. NAME OF OFFEROR ( <i>Typed</i> )				9. NAME OF FIRM			
8b. TITLE OF OFFEROR ( <i>Typed</i> )							
10. SIGNATURE					11. DATE OF SUBMISSION		

**SCHEDULE 2**  
**SUMMARY OF PROPOSED COSTS AND FEE**  
**FOR ALL THREE YEARS**

Prime or Subcontractor Name: \_\_\_\_\_

Direct Labor		\$_____
Fringe Benefits	Rate _____	\$_____
Overhead	Rate _____	\$_____
Subcontracts: <sup>1</sup>		\$_____
Subcontract Burden: <sup>1</sup>	Rate _____	\$_____
Other Direct Costs:		
RFP-Travel		\$_____
Offeror-Estimated ODC		\$_____
ODC Burden	Rate _____	\$_____
Subtotal		\$_____
G & A	Rate _____	\$_____
Cost of Money		\$_____
Total costs and COM		\$_____
Total Fixed Fee	Rate _____	\$_____
Total Cost Plus Fixed Fee \$_____		

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<sup>1</sup> Not applicable to subcontractors

**SCHEDULE 2.1**  
**SUMMARY OF PROPOSED COSTS AND FEE**  
**FOR YEAR 1**

Prime or Subcontractor Name: \_\_\_\_\_

Direct Labor		\$_____
Fringe Benefits	Rate _____	\$_____
Overhead	Rate _____	\$_____
Subcontracts: <sup>1</sup>		\$_____
Subcontract Burden: <sup>1</sup>	Rate _____	\$_____
Other Direct Costs:		
RFP-Travel		\$_____
Offeror-Estimated ODC		\$_____
ODC Burden	Rate _____	\$_____
Subtotal		\$_____
G & A	Rate _____	\$_____
Cost of Money		\$_____
Total costs and COM		\$_____
Total Fixed Fee	Rate _____	\$_____
Total Cost Plus Fixed Fee \$_____		

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<sup>1</sup> Not applicable to subcontractors

**SCHEDULE 2.2**  
**SUMMARY OF PROPOSED COSTS AND FEE**  
**FOR YEAR 2**

Prime or Subcontractor Name: \_\_\_\_\_

Direct Labor		\$_____
Fringe Benefits	Rate _____	\$_____
Overhead	Rate _____	\$_____
Subcontracts: <sup>1</sup>		\$_____
Subcontract Burden: <sup>1</sup>	Rate _____	\$_____
Other Direct Costs:		
RFP-Travel		\$_____
Offeror-Estimated ODC		\$_____
ODC Burden	Rate _____	\$_____
Subtotal		\$_____
G & A	Rate _____	\$_____
Cost of Money		\$_____
Total costs and COM		\$_____
Total Fixed Fee	Rate_____	\$_____
Total Cost Plus Fixed Fee \$_____		

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<sup>1</sup> Not applicable to subcontractors

**SCHEDULE 2.3**  
**SUMMARY OF PROPOSED COSTS AND FEE**  
**FOR YEAR 3**

Prime or Subcontractor Name: \_\_\_\_\_

Direct Labor		\$_____
Fringe Benefits	Rate _____	\$_____
Overhead	Rate _____	\$_____
Subcontracts: <sup>1</sup>		\$_____
Subcontract Burden: <sup>1</sup>	Rate _____	\$_____
Other Direct Costs:		
RFP-Travel		\$_____
Offeror-Estimated ODC		\$_____
ODC Burden	Rate _____	\$_____
Subtotal		\$_____
G & A	Rate _____	\$_____
Cost of Money		\$_____
Total costs and COM		\$_____
Total Fixed Fee	Rate _____	\$_____
Total Cost Plus Fixed Fee \$_____		

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<sup>1</sup> Not applicable to subcontractors

## Schedule 3

## Summary of Proposed Labor Cost

Prime or Subcontractor Name: \_\_\_\_\_

<b>Year 1</b>	Hours	Unburdened rate	Labor Cost
Program Manager			
Senior Engineer			
Engineers			
Technicians			
Administrative Staff			
Total Direct Labor			

<b>Year 2</b>	Hours	Unburdened rate	Labor Cost
Program Manager			
Senior Engineer			
Engineers			
Technicians			
Administrative Staff			
Total Direct Labor			

<b>Year 3</b>	Hours	Unburdened rate	Labor Cost
Program Manager			
Senior Engineer			
Engineers			
Technicians			
Administrative Staff			
Total Direct Labor			



**Schedule 4**  
**LABOR COST REALISM INFORMATION**  
**FOR YEAR 1 ONLY**

Prime or Subcontractor Name: \_\_\_\_\_

Labor Category: Program Manager		Year 1 Labor Rate from Schedule 3: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated Labor Rate

Labor Category: Senior Engineer		Year 1 Labor Rate from Schedule 3: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated Labor Rate

Labor Category: Engineers		Year 1 Labor Rate from Schedule 3: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated Labor Rate

Labor Category: Technicians		Year 1 Labor Rate from Schedule 3: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated Labor Rate

**Schedule 5**  
**ALLOCATION OF LABOR HOURS**

**Prime Name:** \_\_\_\_\_

<b><u>Program Manager</u></b>	Year 1	Year 2	Year 3			Total for all Years
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Total Per RFP	250	250	250			750
<b><u>Senior Engineer</u></b>	Year 1	Year 2	Year 3			Total for all Years
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Total Per RFP	334	333	333			1,000
<b><u>Engineers</u></b>	Year 1	Year 2	Year 3			Total for all Years
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Total Per RFP	667	667	666			2,000
<b><u>Technicians</u></b>	Year 1	Year 2	Year 3			Total for all Years
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Total Per RFP	3,334	3,333	3,333			10,000

## Schedule 6

## INDIRECT RATES AND FACTORS

Prime or Subcontractor Name: \_\_\_\_\_

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		
Fringe Benefits		
Home Office Overhead		
Subcontract Burden		
ODC Burden		
Other (specify)		
G & A		
Cost of Money		
Fixed Fee		

Contractor Fiscal Year Ends: \_\_\_\_\_

**E. SECTION III - BUSINESS PLAN**

**CONTRACT COST CONTROL PLAN**

Describe the system and method used to track and control costs at the Task Order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

**SUBCONTRACT CONSENT**

All Offerors must comply with the consent requirements of FAR Subsection 52.244-2. The Government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the Offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the Contracting Officer cannot give consent to a subcontract at the time of award will adversely effect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to insure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to insure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the Statement of Work and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain the exact business the prime Contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite-delivery/indefinite-quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed under this solicitation can meet many of the requirements for subcontract consent. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

The contract type need not be consistent with the prime for each Task Order. In addition, when justified, labor-hour or time-and-material subcontracts are allowed.

Information required for subcontract consent must be submitted as part of the Cost/Business proposal. However, the Offeror may refer to information in its Cost Proposal, if necessary, and need not repeat any review or analysis.

## **L.8 TECHNICAL PROPOSAL -- INSTRUCTIONS TO OFFERORS**

### **I. TECHNICAL PROPOSAL**

A. The Technical Proposal will be the most important factor in the evaluation of your offer and in the selection of a contractor. The proposal must be specific and complete. It must not contain any reference to prices in order to permit evaluation strictly on technical merits. While all the technical factors cannot be detailed in advance, the proposal must demonstrate a thorough understanding of the relevant vehicle crashworthiness test and analysis requirements. Test capabilities should be fully described as well as a detailed description of the Offeror's facilities and experience.

B. The Technical Proposal must include the following six (6) sections:

#### (1) Staff Qualifications

This section should include the names, detailed qualifications, and relevant experience of the Offeror's staff. A detailed discussion of the technical and managerial experience of the Offeror's proposed Project Manager shall be included.

#### (2) Business Management Program

In proposing a management program, the Offeror shall fully describe the system to be used for receiving, planning, administering, and coordinating specific work assignments, and for activating subcontractors and consultants.

The management program must include a task tracking and cost allocation system that shows the percent of actual costs to budget expenditures versus the percent of actual task completion.

#### (3) Organization's Test and Modeling Experience

In this section, the proposal shall address and illustrate the offering organization's capability to support the Statement of Work by demonstrating its relevant experience and expertise. The Offeror shall identify the scope of previous testing and other relevant capabilities and experience including the following:

- (a) Experience in static and dynamic testing of vehicle passenger compartment surfaces and components, sled tests, data handling, and data filtering.
- (b) Knowledge and experience with lumped parameter and finite element modeling.

- (c) Experience in the selection, use, and understanding of instrumentation devices in their application to static and dynamic testing of motor vehicle structures and components.
- (d) Experience in performing comparisons and interpretations of test data and the ability to recognize data anomalies and to explain these anomalies.

(4) Facilities and Equipment

In this section the Offeror shall address the availability of facilities, knowledge of test protocols and test experience. The proposal shall address the following items:

Procurement of test specimens and the identification of material and manufacturing and assembly processes.

- (a) Test fixture design.
- (b) Installation and mounting of the test specimen.
- (c) Devices and systems for load application.
- (d) Devices and systems for controlling load and speed.
- (e) Instruments and devices for response measurement.
- (f) Data acquisition systems.
- (g) Data conditioning.
- (h) Demonstration of the ability to meet established standards.
- (j) Experience and facilities to refurbish and perform Minor modification to production vehicle components and structures.
- (k) Experience and facilities to install advanced restraint systems and to handle and instrument anthropomorphic test devices.
- (l) Capability to meet the data acquisition procedures specified by the Society of Automotive Engineers (SAE) Recommended Practice J211, *Instrumentation for Impact Tests*. (Minimum sampling rate for SAE Class 1000 presample filters is approximately 8000 samples/second/channel.)

(5) Hypothetical Task

The offeror's response to the Hypothetical Task included in Part II of this paragraph shall address each item of the Hypothetical Task. An individual section should be devoted to each item of work.

- (6) Past Performance - Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20% of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals which is clearly marked and identifiable.
- (a) Each Offeror will be evaluated on its performance under existing and prior contracts, especially those for similar products or services. Performance information will be used for responsibility determinations and as an evaluation factor. References other than those supplied by the Contractor may be Contacted by the Government independently and the information received will also be used in evaluating the Offeror's past performance.
- (b) The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to insure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded, and what process was utilized to insure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or principal investigators. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:
1. Name and address of the contracting activity.
  2. Contract number
  3. Contract type
  4. Total contract value
  5. Description of contract work
  6. Contracting Officer address and phone number
  7. Contracting Officer Technical Representative address and phone number.
  8. Administrative Contracting Officer address and phone number (if different from item 6).
  9. List of major subcontractors
  10. Assessment of relevance to requirements identified in this solicitation.
  11. Any contractor past performance report issued by the contracting agency.

- (c) From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.
- (d) The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, VNTSC Form 4200.7, included as Attachment J.2, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified time-frame, the negative past performance information will be evaluated as submitted.
- (e) Offerors must send a Client Authorization Letter, included as Attachment J-3, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.
- (f) If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history, and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.



- (g) In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed, to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- (h) If the Offeror does not either include past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

## **II. HYPOTHETICAL TASK**

### **FORCE-DEFLECTION CHARACTERISTICS FOR A FRONT SEAT PASSENGER SIMULATION**

#### **1.0 BACKGROUND**

The simulation of vehicle occupants during vehicular crash events generally utilize lumped parameter dynamic modeling. The occupant is generally simulated as a tree structure of rigid segments linked together with elastic joints. Contact interaction with the vehicle surfaces is generally modeled with contact ellipsoids attached to the various body segments. In order to simulate the forces on the occupant imposed by contact with the vehicle, force-deflection characteristics of the contacted surfaces need to be obtained. These characteristics must reflect the interaction of the occupant's body with the impacted surface. Thus, for example, the force-deflection characteristics of the knee bolster of a vehicle interior should reflect the impact of an occupant's knees/femur with the impacted surface. In addition, since simulations are performed at various impact speeds, a knowledge of the strain rate effects of the interaction are also required.

#### **2.0 OBJECTIVE**

The purpose of this task is to design a series of tests to obtain the force-deflection characteristics of the interior surfaces of a motor vehicle passenger compartment. Assume a frontal air bag restrained 50<sup>th</sup> percentile male occupant. Acquire force-deflection data for a full frontal impact, an offset frontal impact, and a side impact event. Collect data for both the driver and passenger. For the frontal impact assume knee and foot contact. For the offset frontal impact assume knee and foot contact and possible head contact with the A-pillar. For the side impact, assume door contact. Both static and dynamic data is required.

#### **3.0 TASKS**

##### **3.1 TASK 1 - TEST SET UP**

The Contractor shall prepare a test set up design for collecting both static and dynamic force-deflection data of the vehicle interior surfaces impacted by the occupant. A definition of the test specimen, manner of mounting, method of load application and control, the type of sensors and their mounting, and the data acquisition system shall be specified. For this task consider a maximum vehicular closing speed of 40 mph.

##### **3.2 TASK 2 - DATA ANALYSIS**

The Contractor shall justify its choice of impact speed for the dynamic tests and discuss approaches for scaling the test data to approximate different impact speeds. Data quality shall also be addressed and techniques that will remove noise from the test signals without greatly affecting the fidelity of the data.

### **3.3 TASK 3 - TEST MATRIX**

The Contractor shall prepare a test matrix and describe the number and sequence of tests necessary to obtain the above data. Preparatory test or tests required for data quality control shall also be defined.

### **3.4 TASK 4 - LIST OF DATA**

The Contractor shall list the data which will be included in the test report for each component tested. The Contractor shall discuss the means in which these data will be conveyed to the Government.

#### **Notes:**

- a. If the Offeror feels that additional information is needed to respond to these tasks, it should make a reasonable assumption as to what the information should be, document the assumption, and proceed with its response as though the assumed information were originally included in the Hypothetical Task Directive.
- b. The form of the response to the Hypothetical Task shall correspond to the numbered items above.

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1 GENERAL

- A. Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to one responsive and responsible Offeror whose offer will provide the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

Any Technical Proposal which does not offer to provide all the services specified in this Request for Proposal, or which fails to include any information requested, or provides incomplete information in any significant area, may be considered technically unacceptable.

- B. Order of Importance. The evaluation factors other than cost, i.e., the technical proposal, when combined, are significantly more important than cost in the selection of Contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal.

#### M.2 EVALUATION FACTORS FOR AWARD

The Offeror's technical proposal will be evaluated in accordance with the criteria described below. It is most important that the Offeror direct its proposal to the given criteria and discuss each appropriately in response to the solicitation requirements. Although the Technical Proposal is of highest significance in the overall evaluation, Offerors are cautioned not to minimize the importance of the Cost/Business Proposal since awards will be made to those Offerors whose proposals are most advantageous to the Government after evaluation of both the Technical and Cost/Business Proposals.

The technical evaluation criteria are as follows:

- a. Staff Qualifications - Section L.8 - I.B (1)
- b. Business Management Program - Section L.8 - I.B (2).
- c. Test and Modeling Experience Applicable to Passenger Vehicles - Section L.8 - I.B (3).
- d. Facilities and Equipment for Vehicle Component Impact Testing - Section L.8 - I.B (4).
- e. Adequacy of Response to Hypothetical Task - Section L.8 - I.B (5)
- f. Past Performance - Section L.8 - I.B (6)

The above criteria will be weighted in descending order as follows:

1. c. d. e and f(weighted equally)(ITEMS 1-4 of Hypothetical Task  
(weighted equally)
2. a
3. b

NOTE: a is weighted slightly less than each of the criteria stated above (c, d, e & f) and three time as much as criteria b.

**ATTACHMENT J-1**

**LABOR CATEGORIES**

Project Manager: A MS or Ph.D. (or equivalent) in a field of study directly related to the Statement of Work (SOW) functional area. A minimum of six years progressively increasing responsibility in directly related disciplines and/or projects is required.

Senior Engineer: A BS or MS (or equivalent) in a field of study directly related to the SOW functional area. A minimum of five years of progressively increasing responsibility in directly related discipline and/or projects is required.

Engineer: A BS or MS (or equivalent) in a field of study directly related to the SOW functional area. A minimum of three years of progressively increasing responsibility in directly related discipline and/or projects is required.

Technician: A minimum of two years of progressively increasing responsibility in directly related disciplines and/or projects is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

**Equivalence**

1. A Master's degree plus four additional years of intensive directly related experience may be substituted for a Ph.D. Engineers must have degrees from accredited colleges or universities or have a professional engineer certification.
2. A Bachelor's degree plus two additional years of intensive directly related experience plus two years of general experience may be substituted for a Master's degree. Engineers must have degrees from accredited colleges or universities or have a professional engineer certification.
3. Any combination of years of experience in the proposed field of expertise and/or full time college level study in the particular field totaling four years will be an acceptable substitute for a Bachelor's degree. Engineers must have degrees from accredited colleges or universities or have a professional engineer certification.

# VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION FORM

## CONTRACTOR PERFORMANCE REPORT

☐ Final ☐ Interim - Period Report: From: To:

1. Contractor Name and Address: (Identify Division)	2. Contract Number	_____
	3. Contract Value: \$	_____
	(Base Plus Options)	
	4. Contract Award Date:	_____
	5. Contract Completion Date:	_____

6. Type of Contract: (Check all that apply) - ☐ FP ☐ FPI ☐ FP-EPA ☐ CPFF - Completion ☐ CPFF - Term ☐ CPIF ☐ CPAF ☐ ID/IQ ☐ BOA ☐ Requirements ☐ Labor Hour ☐ T & M ☐ SBSA ☐ 8(a) ☐ SBIR ☐ Sealed Bid ☐ Negotiated ☐ Competitive ☐ Non-Competitive

### 7. Description of Requirement:

8. Initial Ratings. (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.

a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness of Performance	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments:	0 1 2 3 4

**SOURCE SELECTION INFORMATION -- SEE FAR 3.104**

## CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations, as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Information".

### COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

**Top of Form:** Indicate whether the report is a final or interim (annual) report, and give the dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "interim".

**Block 1:** identify the name and address of the prime contractor.

**Block 2:** Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.

**Block 3:** Contract value or task value, as applicable. Include all options whether or not exercised to date.

**Block 4:** Identify date that contract was awarded or task issued.

**Block 5:** Identify completion date for contract or task, as applicable.

**Block 6:** All items that apply to the contractor task should be checked.

**Block 7:** Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.



# SOURCE SELECTION INFORMATION -- SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)

Name/Title: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Comments: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Comments: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Comments: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Comments: \_\_\_\_\_

10. Would you recommend this firm for award? Please explain.

11. COTR/Program Manager/Tech Monitor Name (Printed): \_\_\_\_\_

Signature \_\_\_\_\_

Phone/FAX/Internet Address \_\_\_\_\_

Date \_\_\_\_\_

12. Contractor's Review. Were comments, rebuttals, or additional information provided? ☐ No ☐ Yes  
Please attach comments. Number of pages: \_\_\_\_\_

13. Reviewer's Name (Printed): \_\_\_\_\_

Signature \_\_\_\_\_

Phone/FAX/Internet Address \_\_\_\_\_

Date \_\_\_\_\_

14. Agency Review. Were contractor comments reviewed at a level above the Contracting Officer? ☐ No ☐ Yes  
Please attach comments. Number of pages: \_\_\_\_\_

15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 rating, if appropriate.

Quality	Cost Control	Timeliness	Business Relations	Customer Satisfaction
16. Contracting Officer's Name (Printed): _____	_____	_____	_____	_____
Phone/FAX/Internet Address _____	Date _____			

# SOURCE SELECTION INFORMATION -- SEE FAR 3.104

## Block 8 RATING DEFINITIONS

**0 - Unsatisfactory.** - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

**1 - Minimally Acceptable.** Performance generally met minimum contract or task requirements but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include; late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

**2 - Satisfactory.** Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

**3 - Good.** Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

**4 - Exceptional.** Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

### Block 8 - COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence or delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestone;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic problems.

- Block 8:** Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.
- Block 9:** Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers a second page may be necessary. On the comments line, describe the key person's performance attaching additional sheets when necessary.
- Block 10:** Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contractor task.
- Block 11:** The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To Be Completed by Contractor

- Block 12:** Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation:

The contractor will be provided with a copy of the completed evaluation from (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date of the evaluation form. In the event no response is received the contractor will be deemed to have accepted the evaluation form as written.

- Block 13:** The contractor should sign this block to indicate that it has had an opportunity to review and comment upon the ratings.

To be Completed by CO/ACO

- Block 14:** If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

- Block 15:** If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.
- Block 16:** If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

**Attachment J-3**

**Client Authorization Letter**

[Company Name]  
[Street Address]  
[City, State/Province  
Zip/Postal Code]  
[Date]

[Recipient Name]  
[Address]  
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center RFP  
No. \_\_\_\_\_ for the procurement of \_\_\_\_\_.  
The Volpe Center is placing increased emphasis  
in their acquisitions on past performance as a source selection  
evaluation factor. The Volpe Center requires Offerors to inform  
references identified in proposals that the Volpe Center may contact  
them about contract performance information.

If you are contacted by the Volpe Center for information on work we  
have performed under contract for your company/agency/state or local  
Government, you are hereby authorized to respond to Volpe Center  
inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
(Offeror's point of contact)

Sincerely,  
[Your name]  
[Your position]

[Typist's initials]  
Enclosure: [Number]

cc: [Name]